

FACET

"Furniture sector Avant-garde Creativity and Entrepreneurship Training"
CUP G54D18000040006

Between

DID_DISTRETTO INTERNI E DESIGN

VAT NUMBER: 01438050526

Centro Direzionale Campomaggio Loc. Drove 15, 53036 POGGIBONSI (SI)

Represented by Piero Pii

Being the position of President

Hereinafter referred to DID as acronym of the coordinator

And

UNIVERSITATEA TRANSILVANIA BRASOV / TRANSILVANIA UNIVERSITY BRASOV
(UTBV) established in Bulevardul Eroilor no.29 Brasov, Romania represented by Prof.dr.ing.Ioan Vasile ABRUDAN

Hereinafter referred to as "beneficiary", represented for the purpose of signature of this Agreement by their legal representative.

Where a provision applies without distinction to the "coordinator" and the "beneficiary" for the purpose of this Agreement they will be collectively referred to as the "beneficiary".

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ KA2 FACET project (hereinafter referred to as the "project").

1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement n.2018-1-IT01-KA202-006734, concluded between the coordinator and the Agenzia Nazionale Erasmus+ INAPP (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

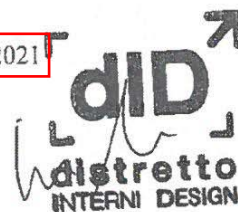
1.3 The subject matter of this Agreement and the related work programme are detailed in the Grant Agreement and its Annexes. The respective Grant Agreement terms and condition and related annexes shall form an integral part of the present Agreement, and take precedence over it.

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 The project has a duration of 30 months starting from 11/01/2018 until 04/30/2021



- (h) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project.
- (i) transmit to the beneficiaries copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data and documents needed to draw up the reports, financial statements and any other documents provided in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations. For the avoidance of doubts, the coordinator shall be entitled to require supporting documents of the beneficiary expenses at any time in order to verify the financial implementation of the Project, as provided in Annex III of the Grant Agreement, otherwise a specific request from the national agency should be provided for requesting documents not listed in Annex III
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project. When this is for administrative or financial purpose, the request shall be done in compliance with what provided in Annex III of the Grant Agreement; otherwise a specific request from the National Agency should be provided for requesting documents not listed in Annex III.
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 4 Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 324.163,00.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "unit contribution" to the costs incurred calculated via unit costs + reimbursement of eligible costs actually incurred as specified in the following dispositions:
 1. Eligible costs as specified in Grant Agreement Annex III
 2. Project budget as specified in Grant Agreement Annex II
 3. Financial and legal dispositions as specified in Grant Agreement Annex III

Article 5 Payment arrangements

Having the coordinator, in agreement with the partners, decided to access the pre-financing, being the coordinator an Italian organisation operating under the Italian Authority (Inapp) rules related to Erasmus+ strategic partnerships program, it has the obligation to provide a surety guarantee in favor of



the National authority for the amount corresponding to the total amount of pre-financing that will be paid under the Erasmus program.

This surety guarantee is a necessary and preliminary condition for the provision of pre-financing according to the national regulation defined by the national authority in GA.

The surety guarantee expenses incurred by the coordinator will be deducted from the coordinator's budget for 50% of the total expenses' amount and the remaining 50% will be deducted from first instalment of partners' budget proportionally to each budget, as follows:

Surety Guarantee total cost - 6651€		
Costs per partner		
P1	50% OF 6651€	3325,50€
P2	18,24% OF 3325,50€	606,57€
P3	12,61% OF 3325,50€	419,34€
P4	15,92% OF 3325,50€	529,41€
P5	9,36% OF 3325,50€	311,26€
P6	15,18% OF 3325,50€	504,81€
P7	9,65% OF 3325,50€	320,91€
P8	19,04% OF 3325,50€	633,20€

Considering that the coordinator will obtain a first pre-financing of 40% of the total expected, this amount will be transferred as follows:

- First instalment of pre-financing: 20% of partners' budget upon obtaining the advance Partners have to supply the first 20% reporting by the end of July 2019
- Second instalment of pre-financing: 20% of partners' budget at the end of December 2019, provided that the partners supply reporting of an additional 20% of incurred costs.

Once and in case the coordinator will have access to the second pre-financing of another 40% of the total due amount it will be transferred as follows

- Third instalment of pre-financing: 20% of partners' budget at the end of June 2020, provided that the partners supply reporting of an additional 20% of incurred costs.
- Fourth instalment of pre-financing: 20% of partners' budget at the end of December 2020, provided that the partners supply reporting of an additional 20% of incurred costs
- Balance payment: after the final reporting has been checked by the financing authority. Partners have to supply the final 20% reporting within 29/05/2021 (30 days after project closure)

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the National Agency all reports and financial statements as required in the Grant Agreement:

- Progress activity report (for first period 1/11/2018 – 01/05/2019 submitted not later than 31/05/2019);
- Interim Financial and activity Report (for period 1/11/2018 – 31/01/2020 submitted not later than 31/03/2020);
- Final Financial and activity Report (for period 1/02/2020 – 30/04/2021 submitted not later than 29/06/2021).

In order to monitor the correct progress of the activities and related expenses for each project partner, the coordinator provides in addition to the Grant Agreement the following financial reporting steps:

- 20% budget for each partner not later than 30/07/2019;
- 20% budget for each partner not later than 31/12/2019;
- 20% budget for each partner not later than 30/06/2020;



- 20% budget for each partner not later than 31/12/2020;
- 20% budget for each partner not later than 30/04/2021.

For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the National Agency in the Grant Agreement and Annexes.

Article 7 Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs (intended to cover all project implementation activities), will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide and in the ANNEX III - **FINANCIAL and CONTRACTUAL RULES** of the Grant Agreement

Travel costs and costs of stay, related to mobility, will be also calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide and in the ANNEX III - **FINANCIAL and CONTRACTUAL RULES** of the Grant Agreement

7.2 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.3 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8 General administrative provisions

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the **coordinator did**:

For scientific issues: Irene Burroni

For administrative issues: Stefania Bucci

for

UTBV:

For scientific issues: Lidia Gurau

For administrative issues: Gabriela Ploeanu

8.2 Any changes to the above information should be communicated in a timely manner.



SIGNED BY:

did 

For and on behalf of

Name: **did**

Position: Legal Representative

distretto

INTERNI DESIGN

For and on behalf of

Name: Prof.dr.ing.Ioan Vasile

Position:



Annexes

- • Annex 1 - General conditions
- • Annex 2 - Budget
- • Annex 3 - Financial and contractual provisions
- • Annex 4 - Related unit contributions
- • Annex 5 - Mandates
- • Annex 6 - Technical note regarding the stipulation of the guarantee